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RECORDATION NO. 684322 Filed 1425

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I.C.C. OPERATION BR.

9-288A216

Date OCT 15 1979

Fee \$ 18.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 11303 Filing: Supplemental Indenture dated as of September 20, 1979, ("Supplement") to Indenture of Mortgage and Deed of Trust dated as of November 1, 1972, ("Indenture") by and between North American Car Corporation (the "Company"), North American Car (Canada) Limited ("Guarantor") and Harris Trust and Savings Bank, as Trustee (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Indenture was recorded with the Interstate Commerce Commission on December 27, 1972, and was assigned recordation number 6843.

Under the Indenture, the Company mortgages the equipment subject thereto to the Trustee to secure the payment of principal and interest on the indebtedness created pursuant to the Indenture, and the Guarantor guarantees the payment of that indebtedness, all in accordance with the Indenture.

The general description of the equipment which the Supplement subjects to the terms of the Indenture is as stated in Schedule A of the Supplement. The Company will be the grantor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Indenture is as stated in Schedule I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

Done 6-7-79
Constance



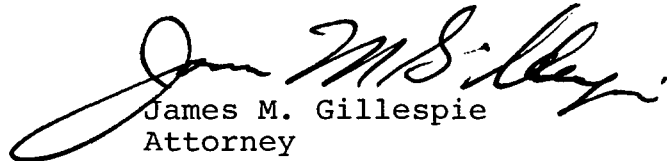
Secretary
Interstate Commerce Commission

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file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosures

OCT 15 1979 - 3 20 PM

SUPPLEMENTAL INDENTURE

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST DATED THIS 20th day of September 1979, by and among NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under the laws of the Province of Ontario (the "Guarantor"), and HARRIS TRUST AND SAVINGS BANK, an Illinois Banking Corporation, as Trustee (hereinafter referred to as the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and Trustee have heretofore as of the 1st day of November, 1972 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called the "Indenture"); and

WHEREAS, the Company has given to the Trustee a security interest in and to the Mortgaged Equipment, as therein defined and described; and

WHEREAS, the railcars described on Schedule I hereto, constituting a part of said Mortgaged Equipment, have been sold or become worn out, unsuitable for use, lost or destroyed;

WHEREAS, Section 12.01 of the Indenture provides that the Company when authorized by resolution of its Board of Directors and the Trustee, from time to time at any time, may, without the consent of Bondholders, enter into an Indenture or Indentures Supplemental to the Indenture to grant, bargain, sell alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company, subject to the conditions and restrictions contained in the Indenture, and that such Supplemental Indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company and the Guarantor have executed and delivered this Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver and set over unto the Trustee as in the Indenture provided, and to its successors in Trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all right, title and interest of the Company in and to all of the railroad cars described on Schedule A hereto.

The Company hereby warrants that title to the Equipment described on Schedule A is free from all liens, claims and encumbrances other than leases, purchase options, and permitted liens referred to in the Indenture.

The Trustee hereby releases and conveys to the Company the Trust Equipment described on Schedule I hereto.

From and after (but only from and after) the execution of this Supplemental Indenture, the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with this Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in this Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor, and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respectable corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By

J. Harrison
Vice President

ATTEST:

J. M. Sullivan
Assistant Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By

J. F. Compton

ATTEST:

J. M. Sullivan
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By

R. L. Mason
VICE PRESIDENT

ATTEST:

C. Potts
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20th day of September, 1979, before me personally appeared J. Harrison and James M. Gillespie, to me personally known who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 20, 1979, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

My Commission expires: 2/23/83

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20th day of September, 1979, before me personally appeared J.F. Compton and James M. Gillespie, to me personally known who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 20, 1979, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

My Commission expires: 2/23/83

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26TH day of SEPTEMBER, 1979, before me personally appeared R. G. MASON and C. POTTER to me personally know, who being by me duly sworn say that they are VICE PRESIDENT and ASSISTANT SECRETARY respectively, of Harris Trust and Savings Bank that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on SEP 26 1979 signed and sealed on behalf of said bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Lavette C. Seay
Notary Public

My Commission expires: NOVEMBER 29, 1980

Released

SCHEDULE I

<u>Quantity</u>	<u>Description</u>	<u>Serial No.(s)</u>	<u>Fair Value (Determined In Accordance With Section 1.01 of the Agreement)</u>	<u>Unit of Equipment First Put Into Use Not Later Than This Date</u>
1	Class LU, 70 ton, 50'6" Alldoor car	4624	21,024.93	1972
2	Class ICC 103, 40 ton, 4,000 gallon capacity tank cars	5390, 5453	1,000.00	1929
1	Class ICC 103, 80 ton, 8,000 gallon capacity tank cars	5415	500.00	1929
1	Class 111A100W1, 100 ton, 16,000 gallon capacity tank car	16332	17,079.27	1972
3	Class 111A100W1, 100 ton, 30,000 gallon capacity tank cars	29839-29840, 29847	47,531.68	1972
1	Class 112A340W, 100 ton, 34,000 gallon capacity tank car	34992	14,827.12	1971
9	Class LO, 100 ton, 4,427 cu. ft. hopper cars	48784-48785, 48767, 48824, 48844, 48881, 48921, 48954, 48974	125,904.16	1972
5	Class LO, 100 ton, 4,740 cu. ft. hopper cars	49143, 49158, 49202, 49382, 49470	59,730.23	1972
30	Class LO, 100 ton, 5,700 cu. ft. hopper cars	57000-57029	527,166.48	1972
3	Class 111A100W1, 100 ton, 20,000 gallon capacity tank cars	71239, 71243, 75028	41,285.45	1972

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

SCHEDULE A

Added

<u>Quantity</u>	<u>Description</u>	<u>Serial No. (s)</u>	<u>Fair Value</u> (Determined In Accordance With Section 1.01 of the Agreement)		<u>Unit of Equipment</u> First Put Into Use Not Earlier Than This Date
			<u>Original</u> <u>Cost</u>		
13	Class 10SA500W, 100 ton, 17,300 gallon capacity tank cars	27410-27419, 27433,27435, 27445	433,277.48	363,953.08	7-74
27	Class LO, 100 ton, 3,800 cu. ft. hopper cars	38220-38239, 38555-38561	585,841.29	492,106.68	10-74
<u>40</u>			<u>1,019,118.77</u>	<u>856,059.76</u>	

The fair value to the Company of the equipment described above represents the Cost (as defined in the Agreement) of such equipment less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date of transfer thereof to the Trustee. The actual fair value to the Company of such equipment is not less than the fair value to the Company described above.